

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY)
OF MASSACHUSETTS,) CIVIL ACTION NO. 07 CV 10400
)
Plaintiff,)
)
vs.)
)
FELIX SHLOSMAN, LORNA MATHIEU, P.T.,)
ASHA SAXENA, M.D., AD MEDICAL)
SERVICES, INC. d/b/a MIDDLESEX)
PHYSICAL THERAPY AND LAWRENCE)
PHYSICAL THERAPY,)
)
Defendants.)
)

AGREEMENT FOR JUDGMENT

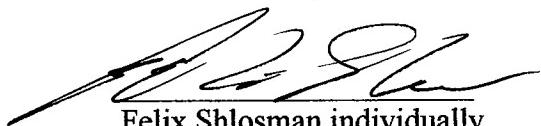
The undersigned parties agree and respectfully request that Judgment enter as follows:

- a. Judgment is for the Plaintiff, Encompass Insurance Company of Massachusetts (hereinafter referred to as "Encompass") against the Defendants, Felix Shlosman and AD Medical Services, Inc. d/b/a Middlesex Physical Therapy and Lawrence Physical Therapy (hereinafter "AD Medical"), in the amount of Five Hundred Thousand Dollars (\$500,000.00) without costs or interest.
- b. Encompass alleges in the Amended Complaint that (1) the Defendants Shlosman and AD Medical conspired to defraud Encompass through the submission of fraudulent medical documentation and bills that Encompass relied upon in paying personal injury protections benefits; and (2) that Encompass suffered economic damage as a result of the submission of fraudulent medical documentation and bills.

- c. Shlosman and AD Medical deny any fraudulent act or knowledge thereof, any misrepresentation or knowledge thereof, and any other conspiracy, violation of the RICO statute, or unfair or deceptive act or knowledge thereof, and in no manner is this Agreement for Judgment to be construed as an admission or evidence of the truthfulness of any fact alleged in the Amended Complaint.
- d. Nothing contained herein shall be construed as an admission of liability by either party, nor as evidence of any factual conclusion(s) or liability in any subsequent proceeding. The parties assert they have entered into this Agreement for Judgment and accompanying settlement agreement merely to avoid further potential litigation.
- e. The counterclaims advanced by AD Medical and Shlosman shall be dismissed with prejudice and without costs.
- f. Pursuant to Rule 54, Fed. R. Civ. P., this agreement for judgment may be entered as a final order as there is no just reason for delay. Entry of Judgment as requested will resolve all claims involving the undersigned defendants. The defendants are not subject to joint and several liability and there are no outstanding counterclaims or cross claims. Each party hereto waives all rights of appeal and costs. It is respectfully requested that the Court enter Judgment as requested and provide notice to the parties in the ordinary course.

Respectfully Submitted,

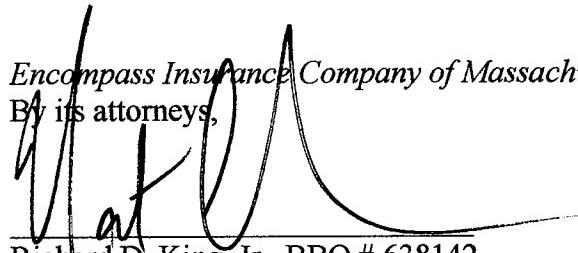
Felix Shlosman,



Felix Shlosman individually
and as duly authorized
representative of AD Medical
Services, Inc. d/b/a Middlesex
Physical Therapy and Lawrence
Physical Therapy

Respectfully submitted,

*Encompass Insurance Company of Massachusetts,
By its attorneys,*



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